REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

A number of claim changes are made herein. As amended, each of the claims are allowable over the cited prior art, as clearly established herein.

Claims 29-32, 35-37, 39-42 stand rejected under 35 USC 101 as allegedly being directed to non-statutory subject matter. In response, these claims are amended to recite the subject matter in more conventional "Beauregard" claim format. The amended claims now recite a medium containing a set of instructions that cause a computer to perform functions. As such, this obviates the rejection based on 35 USC 101, since the claim now defines a computer carrying out actions.

Claims 1-4, 7-9, 11-14, 29-32, 35-37 and 39-52 stand rejected based on obviousness type double patenting based on copending application 10/416,410. It is believed that the amendments to the claims made herewith render these claims distinct from 10/416,410. Specifically, as amended, each of the current claims requires multiple different customer service representatives, associated with multiple different clients, and wherein one of the customer service representatives associated with a first client receives different information than another

customer service representative associated with a second
different client. This combination of subject matter is not
claimed in 10/416,410, and hence the rejection is respectfully
suggested to be obviated by this amendment.

    Specifically, each of the claims are amended herewith to
define more distinctly the subject matter intended to be claimed.
An important feature is that of shared databases that include
information about a number of different products and customers.
However, different clients may only get access to different parts
of this database.

    Take a simple example where a web-based merchant, call it
merchant number 1, sells computers from vendor x. A second web-
based merchant, merchant number 2 also sells computers from
vendor x. A customer can call to obtain customer service
information. All of the data for many different customers, and
many different products, respectively associated with different
clients (be those clients merchants or vendors or whatever), is
all stored in the same database. However, when a first customer
service representative accesses that database, they only receive
the data for the specific client they represent. When a second
customer service representative accesses that data, again they
only receive the data for the specific client they represent. In
other words, there is a common customer and product database, but
representatives only receive information based on the specific
client they are representing.

This produces certain advantages and synergies. Specifically, while the product database may include information about the product here product x, that product x may be common to many different clients. However, a customer service representative only receives information from that database that is specific to the client they represent. The information in the database may be the same for many of the clients. However, representatives only receive the information associated witht eh client they represresent—that is … " not allowing said first client representative to access any of customer contacts, product information or service associated with other clients, other than said first client". Only those clients who are entitled to the information actually receive that information.

Claim 1, for example, defines accessing a customer database which has customer records that track a customer. It also defines accessing the product database with product records that track products. A customer management tool allows access and manipulation of customer and product databases by different client representatives representing different clients.

An important part, as explained above, is that first client Representative associated with a first client can review customer contacts, product information and servicing information "associated with a customer of said first client but not... associated with other clients other than said first client". In other words, this user database stores all the information for

many different clients, but only provides some part of that total information to any specific client Representative. Claim 1 defines that the client Representative can update the customer database only for certain customers. Claim 1 also defines that a second client representative associated with a second client can review other information associated with that second client, but not information associated with the first client.

Each of the dependent claims should be allowable for similar reasons, and as well as on their own merits. For example, claim 2 defines a plurality of modules. The other claims should be allowable on their own merits also.

Claim 29 defines a computer readable medium which has many of the advantages discussed above, and should also be allowable for similar and analogous reasons to those discussed above.

Claim 43 has also been amended, and defines even more detail about the shared database structure which still allows privacy between different client information. Claim 43 defines a plurality of modules including a customer interaction module, a return merchandise management module, allowing returns, an administration module, and an inventory management module. The tool allows specific representatives associated with specific clients to access these modules; but only for the information associated with their specific clients. That is, a first client representative associated with a first client can access the return merchandise information for the first client, but cannot

access information for customers or clients other than the first client or allow returning products for clients other than the first client. Similarly, a first customer service representative can determine warranty information, inventory information, and other information that is associated with the first client, but not for information that is associated with other clients. Again, this produces a synergy of a type that is not in any way disclosed, suggested or otherwise made obvious by the cited prior art – it allows a shared database of information, but still allows segregation and privacy of information.

This is not disclosed or suggested or otherwise made obvious by the hypothetical combination of prior art.

The following discussion of the scope and contents of the prior art demonstrates the difference between these amended claims and the previously cited prior art.

Henderson teaches a method and system for automated customer service, which relies on a customer using a pin number to access a customer database. Henderson teaches using a service card 200 to obtain time for online service. The service card can be purchased or included with the product, see Henderson's column 5 lines 30-32 and Henderson's column 9. A customer calls the access number to get service from a vendor, and is sent to a menu hierarchy. However, there is no disclosure of the shared kinds of databases which are specific to clients, as claimed. Moreover, Henderson does not disclose separate databases for

customer and product that are updated as claimed, for example in claim 1.

The secondary reference to Mikusak discloses a workstation that uses object oriented programing to carry out customer support functions. Many different functions are described, but there is no disclosure of the special kind of shared database where different client representatives receive different information, as now defined by the claims. The rejection apparently relies on the fact that Mikusak includes a plurality of modules. While this is true, the modules in Mikusak do not operate as now claimed.

Kirkpatrick is provided for the purpose of showing that a second client representative can update inventory information at a warehouse. Even assuming that Kirkpatrick shows exactly this, it does not disclose suggest or otherwise made obvious the subject matter now claimed.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as

specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

For all of these reasons, it is respectfully suggested that all of the claims should be in condition for allowance. A formal notice of allowance is hence respectfully requested.

If the Examiner believes that communications such as a telephone interview or email would facilitate disposal of this case, the undersigned respectfully encourages the Examiner to contact the undersigned. Recognizing that Internet communications are not secure, I hereby authorize the USPTO to communicate with me concerning any subject matter of this application by electronic mail (using the email address harris@schiplaw.com). I understand that a copy of these communications will be made of record in the application file.

Please charge any fees due in connection with this response, (other than those concurrently paid via EFS), to Deposit Account No. 50-4376.

Respectfully submitted,

Date: _3/27/08_____   __/Scott C Harris/_____
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